



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 20, 2007

IN REPLY PLEASE

REFER TO FILE: **WM-7**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MALIBU CREEK WATERSHED BACTERIA
TOTAL MAXIMUM DAILY LOAD IMPLEMENTATION PLAN DEVELOPMENT
SUPERVISORIAL DISTRICT 3
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to execute the enclosed Agreement between the City of Malibu, City of Calabasas, City of Agoura Hills, City of Westlake Village, City of Hidden Hills, City of Thousand Oaks, County of Ventura, the State of California Department of Transportation (Caltrans), and the County of Los Angeles (acting for itself and on behalf of the Los Angeles County Flood Control District) to provide a cooperative financial arrangement and accept reimbursement of funds for the preparation of the Malibu Creek Watershed Bacteria Total Maximum Daily Load (TMDL) Implementation Plan. The Los Angeles County Flood Control District will receive a maximum reimbursement of \$440,256 under this Agreement.
2. Authorize the Director of Public Works, or his designee, to implement the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Malibu Creek Watershed Bacteria TMDL became effective on January 10, 2006. The TMDL designates the County of Los Angeles, the Los Angeles County Flood Control District, and the other agencies with jurisdiction over the Malibu Creek Watershed as responsible agencies. The TMDL requires the submittal of an

implementation plan to the Los Angeles Regional Water Quality Control Board. The responsible agencies proposed to jointly develop an implementation plan for the Malibu Creek Watershed.

On November 8, 2005, your Board authorized the Chief Engineer of the Flood Control District to execute a Consultant Services Agreement to prepare the Malibu Creek Watershed Bacteria TMDL Implementation Plan. Subsequently, the County, City of Malibu, City of Calabasas, City of Agoura Hills, City of Westlake Village, City of Hidden Hills, City of Thousand Oaks, County of Ventura, and Caltrans cooperatively developed the enclosed Agreement to share the monetary costs for preparing the implementation plan. Under this Agreement, the Los Angeles County Flood Control District will receive a maximum reimbursement of \$440,256.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility by cost sharing with other agencies and utilizing a collaborative effort to produce the implementation plan.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

Under the terms of this Agreement, the Flood Control District Fund will receive a maximum total reimbursement of \$440,256: \$6,797 from the City of Malibu, \$52,333 from the City of Calabasas, \$63,207 from the City of Agoura Hills, \$43,498 from the City of Westlake Village, \$1,359 from the City of Hidden Hills, \$77,480 from the City of Thousand Oaks, \$191,504 from the County of Ventura, and \$4,078 from Caltrans. The Flood Control District will submit the invoices to the above agencies in Fiscal Year 2006-07.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement has been executed by the City of Malibu, City of Calabasas, City of Agoura Hills, City of Westlake Village, City of Hidden Hills, City of Thousand Oaks, County of Ventura, and Caltrans and has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Execution of the enclosed Agreement is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the State CEQA guidelines. Any future project that may be proposed for construction or implementation will undergo the appropriate environmental review.

CONTRACTING PROCESS

On November 8, 2005, your Board approved the contracting process associated with this Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects.

CONCLUSION

Please return 23 original copies of the Agreement together with 3 adopted copies of this letter to Public Works. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

JH:ad
P:\wmpub\Secretarial\Board Letters\BL_CostAgrmnt_Rev.doc\C06464

Enc.

cc: Chief Administrative Office
County Counsel

**MALIBU CREEK BACTERIA TOTAL MAXIMUM DAILY LOAD
IMPLEMENTATION PLAN DEVELOPMENT
CALTRANS AGREEMENT NO. 07-4750_____
EA _910204_____**

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MALIBU, a municipal corporation (hereinafter referred to as MALIBU), the CITY OF CALABASAS, a municipal corporation (hereinafter referred to as CALABASAS), the CITY OF AGOURA HILLS, a municipal corporation (hereinafter referred to as AGOURA HILLS), the CITY OF WESTLAKE VILLAGE, a municipal corporation (hereinafter referred to as WESTLAKE VILLAGE), the CITY OF HIDDEN HILLS, a municipal corporation (hereinafter referred to as HIDDEN HILLS), the CITY OF THOUSAND OAKS, a municipal corporation (hereinafter referred to as THOUSAND OAKS), the COUNTY OF VENTURA, a political subdivision of the State of California (hereinafter referred to as VENTURA COUNTY), the STATE OF CALIFORNIA, through its Department of Transportation (hereinafter referred to as CALTRANS), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as LA COUNTY):

W I T N E S S E T H

A. WHEREAS, LA COUNTY is administering all matters for the Los Angeles County Flood Control District (hereinafter referred to as DISTRICT), pursuant to Section 56-3/4 of the LA COUNTY'S Charter and in accordance with an Agreement approved on December 26, 1984, between LA COUNTY and DISTRICT; and

B. WHEREAS, on March 21, 2003, the United States Environmental Protection Agency (USEPA) established a Total Maximum Daily Load (TMDL) for bacteria in the Malibu Creek Watershed; and

C. WHEREAS, on December 13, 2004, the California Regional Water Quality Control Board, Los Angeles Region (RWQCB), adopted Resolution 2004-019R, amending the Water Quality Control Plan, Los Angeles Region, to incorporate a revised TMDL for bacteria in the Malibu Creek Watershed, including an implementation plan; and

D. WHEREAS, Resolution 2004-019R was subsequently approved by the State Water Resources Control Board, the State Office of Administrative Law, and the USEPA and the revised TMDL became effective on January 10, 2006; and

E. WHEREAS, Resolution 2004-019R also designates responsible jurisdictions and responsible agencies, including the permittees and copermittees of the municipal

stormwater permits for Los Angeles and Ventura Counties and the Caltrans Statewide Stormwater Permit with respect to the discharges from their stormwater systems to Malibu Creek, Malibu Lagoon, and tributaries thereto; and

F. WHEREAS, Resolution 2004-019R requires responsible jurisdictions and responsible agencies to provide to the RWQCB an implementation plan, which consists of a written report outlining how each intends to cooperatively achieve compliance with the revised TMDL for bacteria in the Malibu Creek Watershed; and

G. WHEREAS, the parties, as stormwater permittees and copermittees, agree to combine their resources and efforts to voluntarily develop a combined bacteria TMDL implementation plan for the Malibu Creek Watershed (IMPLEMENTATION PLAN) for submittal to the RWQCB as provided in Resolution 2004-019R; and

H. WHEREAS, VENTURA COUNTY, MALIBU, CALABASAS, AGOURA HILLS, WESTLAKE VILLAGE, HIDDEN HILLS, THOUSAND OAKS, and CALTRANS (collectively PARTICIPATING AGENCIES) desire to have LA COUNTY contract for the services of a consultant to develop the IMPLEMENTATION PLAN, administer the consultant services contract, provide project management services, and submit the IMPLEMENTATION PLAN to the RWQCB; and

I. WHEREAS, LA COUNTY is willing to perform the desired services described above; and

J. WHEREAS, PARTICIPATING AGENCIES are aware that LA COUNTY has started work on the IMPLEMENTATION PLAN in consideration of the deadline provided in Resolution 2004-019R; and

K. WHEREAS, PARTICIPATING AGENCIES and LA COUNTY desire to share, based on land area, the monetary cost of the development and submittal of the IMPLEMENTATION PLAN, including work already performed by LA COUNTY, as described by the cost-sharing formula and estimated costs (COST-SHARING PERCENTAGES) set forth in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by PARTICIPATING AGENCIES and LA COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) PARTICIPATING AGENCIES, AND EACH OF THEM, AGREE:

- a. To provide reasonable assistance to LA COUNTY in the preparation of any necessary information and documents related to the development and submittal of the IMPLEMENTATION PLAN.
- b. To designate a representative to ensure that each of the PARTICIPATING AGENCIES maintains a commitment to the development and submittal of the IMPLEMENTATION PLAN. The representative shall also be responsible for providing information requested by the consultant or LA COUNTY and ensuring that tasks assigned to the PARTICIPATING AGENCY are completed on schedule.
- c. To deposit funds with LA COUNTY, within forty-five (45) calendar days after receipt of an invoice from LA COUNTY, in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A.
- d. To review and approve the IMPLEMENTATION PLAN, and any other relevant documents requested by LA COUNTY, in a timely manner to meet the deadline provided in the project schedule.
- e. That LA COUNTY shall act on behalf of PARTICIPATING AGENCIES in all matters pertaining to the consultant and in the administration of the consultant services contract for the IMPLEMENTATION PLAN, and that LA COUNTY shall be solely responsible for coordinating the activities of the consultant and ensuring that all issues and concerns of the PARTICIPATING AGENCIES are adequately addressed.
- f. Not to hold LA COUNTY accountable for other than its pro rata share of the expense of changes or additions to the IMPLEMENTATION PLAN, as provided in Section (4) f.
- g. To provide comments, if any, to LA COUNTY within sixty (60) days after receipt of the final accounting described in Section (3) e.

(2) CALTRANS FURTHER AGREES:

That CALTRANS' funding encumbered under this Agreement is evidenced by the signature of its District Budget Manager certifying that funds in the maximum sum of Four Thousand Seventy-eight and 00/100 Dollars (\$4,078.00) have been allocated and encumbered to pay CALTRANS' share of the cost of the development and submittal of the IMPLEMENTATION PLAN. Any cost to be invoiced above this sum will require an amendment to this Agreement.

(3) LA COUNTY AGREES:

- a. To award a contract for consultant services to prepare the IMPLEMENTATION PLAN, to execute and administer the contract and cause the IMPLEMENTATION PLAN to be prepared in accordance with the scope of work approved by the PARTICIPATING AGENCIES, and to act on behalf of PARTICIPATING AGENCIES in all matters pertaining thereto.
- b. To provide the draft and final IMPLEMENTATION PLAN to PARTICIPATING AGENCIES for their review and approval prior to submittal to the RWQCB.
- c. To submit the IMPLEMENTATION PLAN to the RWQCB on behalf of PARTICIPATING AGENCIES and LA COUNTY, subject to the provisions of Sections (1) f and (4) d of this Agreement. LA COUNTY shall also furnish PARTICIPATING AGENCIES, concurrently with submittal to the RWQCB, both a printed and an electronic copy of the IMPLEMENTATION PLAN.
- d. To fund LA COUNTY'S share of the cost of the development and submittal of the IMPLEMENTATION PLAN in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A.
- e. To furnish PARTICIPATING AGENCIES a final accounting of the cost of the development and submittal of the IMPLEMENTATION PLAN within one hundred twenty (120) calendar days after the completion of the IMPLEMENTATION PLAN or such other later date as may be determined by LA COUNTY and approved by the designated representatives of PARTICIPATING AGENCIES. If the final cost of the development and submittal of the IMPLEMENTATION PLAN is less than Six Hundred Eighty-four Thousand Two Hundred Fifty and 00/100 Dollars (\$684,250.00), LA COUNTY will refund to PARTICIPATING AGENCIES the amount of their respective pro rata shares of the difference within one hundred twenty (120) calendar days after furnishing the final accounting to PARTICIPATING AGENCIES.

(4) PARTICIPATING AGENCIES AND LA COUNTY, AND EACH OF THEM, AGREE:

- a. The purpose of this Agreement is to cooperatively, voluntarily, and jointly fund the development and submittal of the IMPLEMENTATION PLAN.
- b. The parties to this Agreement shall cooperate fully with one another to attain the purposes of this Agreement.

- c. Nothing in this Agreement, nor the work set forth in this Agreement, nor any activity approved or carried out by the parties hereunder, shall be interpreted as a waiver of the position that the efforts to be undertaken by the parties are subject to the Maximum Extent Practicable standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq.*).
- d. The total cost of the development and submittal of the IMPLEMENTATION PLAN shall not exceed Six Hundred Eighty-four Thousand Two Hundred Fifty and 00/100 Dollars (\$684,250.00), except with the express written consent of all parties to this Agreement.
- e. LA COUNTY shall not approve any changes or additions to the IMPLEMENTATION PLAN and/or to the consultant services contract that will result in an increase in the total cost of the development and submittal of the IMPLEMENTATION PLAN, except with the express written consent of all PARTICIPATING AGENCIES.
- f. Subject to the provisions of Section (2), no party shall be responsible or accountable for payment of other than its share of the cost of the development and submittal of the IMPLEMENTATION PLAN, calculated in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A.
- g. This Agreement shall continue in effect until twelve (12) months after the IMPLEMENTATION PLAN is submitted to the RWQCB, except as provided herein and in Section (4) h. This Agreement may be earlier terminated or extended by written consent of all parties to this Agreement. Further, this Agreement may be extended for a maximum of two (2) years with the written approval of all of the representatives of the parties named in Section (4) u.
- h. LA COUNTY may unilaterally terminate this Agreement in the event changes or additions are necessary that would increase the total cost of the IMPLEMENTATION PLAN provided in Section (4) d and the parties do not amend this Agreement so as to provide for the funding of the increased cost of the IMPLEMENTATION PLAN. In such an event PARTICIPATING AGENCIES shall only be entitled to a refund of PARTICIPATING AGENCIES' unused funds previously deposited with LA COUNTY for the IMPLEMENTATION PLAN, if any, and LA COUNTY shall have no further obligation under this Agreement. Upon such unilateral termination by LA COUNTY, PARTICIPATING AGENCIES shall receive a copy of all documents and materials developed by LA COUNTY or its consultant for the IMPLEMENTATION PLAN.

- i. A PARTICIPATING AGENCY may withdraw from this Agreement upon sixty (60) days written notice to the other parties, subject to payment of any invoice received from LA COUNTY prior to or during the sixty (60) day notice period for its share of the cost of the work completed as of the date of its notice of withdrawal, calculated in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A. The withdrawing party shall forfeit any unused funds previously deposited with LA COUNTY, and the withdrawing party's share of future invoices will be distributed among the remaining parties according to their proportional cost shares set forth in Exhibit A. All parties understand, acknowledge, and agree that withdrawal from this Agreement will terminate any responsibility, liability, or obligation of the withdrawing party resulting from this Agreement commencing on the date of withdrawal, and that the withdrawing party shall remain liable for its share of any loss, debt, or liability incurred prior to the date of withdrawal.
- j. Each party shall indemnify, defend, and hold each of the other parties, including their special districts, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such party, its agents, officers, and employees in connection with the performance of this Agreement, including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.
- k. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies, defends, and holds each other party harmless for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- l. It is understood and agreed that the provisions of the Assumption of Liability Agreement 75653 between MALIBU and LA COUNTY, adopted by the Board of Supervisors with an effective date of August 31, 2001, and currently in effect, is inapplicable to this Agreement.

- m. It is understood and agreed that the provisions of the Assumption of Liability Agreement 75645 between CALABASAS and LA COUNTY, adopted by the Board of Supervisors with an effective date of July 1, 2001, and currently in effect, is inapplicable to this Agreement.
- n. It is understood and agreed that the provisions of the Assumption of Liability Agreement 74084 between AGOURA HILLS and LA COUNTY, adopted by the Board of Supervisors with an effective date of July 24, 2002, and currently in effect, is inapplicable to this Agreement.
- o. It is understood and agreed that the provisions of the Assumption of Liability Agreement 74106 between WESTLAKE VILLAGE and LA COUNTY, adopted by the Board of Supervisors with an effective date of July 24, 2002, and currently in effect, is inapplicable to this Agreement.
- p. It is understood and agreed that the provisions of the Assumption of Liability Agreement 74093 between HIDDEN HILLS and LA COUNTY, adopted by the Board of Supervisors with an effective date of July 24, 2002, and currently in effect, is inapplicable to this Agreement.
- q. During the term of this Agreement, each of the parties, except CALTRANS, hereby grants to the other parties the right of access and entry to all storm drains, creeks, beaches, and existing monitoring stations at beaches subject to this Agreement (the Property) at all reasonable times for the purpose of discharging the duties and obligations described in this Agreement. Prior to exercising said right of entry, the entering party shall provide reasonable written notice to the party that owns the Property. For the purposes of this provision, written notice shall include notice delivered via e-mail and shall be delivered to the applicable party representative at least forty-eight (48) hours in advance of entry onto the Property. Prior to entry, the entering party must receive confirmation from the noticed party that entry may proceed onto the Property. An entering party shall indemnify, defend, and hold harmless the party that owns the Property, its special districts, agents, officers, and employees from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert fees) arising from or connected with its entry onto the Property and work performed on said Property; provided, however, that no entering party shall indemnify another party for that party's own negligence or willful misconduct.
- r. Any party intending to enter onto a CALTRANS right of way shall first make a written request to CALTRANS, identifying the site location, extent of access by persons (and equipment if any), dates, and times of entry as well as an explanation of the purpose of that entry. CALTRANS shall thereafter determine, within ten (10) working days, if that entry will be

allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-CALTRANS parties not interfering with or threatening the safety of the traveling public or the integrity of the CALTRANS infrastructure. In such case, CALTRANS shall condition that right of entry on the accompaniment of a CALTRANS representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of CALTRANS. Where adverse impacts to traffic or the traveled way can be anticipated by CALTRANS, CALTRANS may require the requesting party to submit a formal Encroachment Permit application to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access.

- s. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of the resources by the California State Legislature and the allocation of resources by the California Transportation Commission. This Agreement has been written before ascertaining the availability of Federal or State legislative appropriation of funds for the mutual benefit of the parties in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable for CALTRANS, if sufficient funds have been made available to CALTRANS by the United States Government or California State Legislature, for the purposes set forth in this Agreement. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this Agreement, this Agreement may be amended in writing by the parties to reflect any agreed upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this Agreement. CALTRANS, however, has the option to withdraw from this Agreement in the event sufficient funds are not appropriated for CALTRANS. Should CALTRANS exercise its option to withdraw from this Agreement, CALTRANS shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.
- t. No party shall have a financial obligation to any other party under this Agreement, except as expressly provided herein.
- u. This Agreement may be amended in writing with the signature of all parties in the manner originally executed.
- v. Any notices, invoices, reports, correspondence, or other communication concerning this Agreement shall be directed to the following, except that

any party may change the name or address by giving the other parties at least ten (10) working days written notice of the new name or address:

MALIBU:

Mr. Robert Brager
Director of Public Works
City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265-4861

CALABASAS:

Mr. Robert Yalda
Director of Public Works
City of Calabasas
26135 Mureau Road
Calabasas, CA 91302-3172

AGOURA HILLS:

Mr. Ken Berkman
City Engineer
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301-2583

WESTLAKE VILLAGE:

Mr. John Knipe
City Engineer
City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361-4643

HIDDEN HILLS:

Mr. Dirk Lovett
City Engineer
City of Hidden Hills
6165 Spring Valley Road
Hidden Hills, CA 91302-1257

THOUSAND OAKS:

Mr. Mark Watkins
Director of Public Works
City of Thousand Oaks
Public Works Department
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362-2903

VENTURA:

Mr. Robert Gallagher
Director
County of Ventura
Environmental Health Division
800 South Victoria Avenue
Ventura, CA 93009-1730

CALTRANS:

Mr. Jai Paul Thakur
District Storm Water Program Manager
California Department of Transportation
100 South Main Street, Suite 100, MS 13
Los Angeles, CA 90012-3602

LA COUNTY:

Mr. Donald L. Wolfe
Director of Public Works
Attention Watershed Management Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- w. The parties are, and shall at all times remain as to each other, wholly independent entities. No party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another party.
- x. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each party.
- y. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- z. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- aa. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
- bb. All parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting party.
- cc. Each of the persons signing below on behalf of a party represents and warrants that he or she is authorized to sign this Agreement on behalf of such party.
- dd. The effective date of this Agreement shall be the date of the last party's signature.

//
//
//
//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective officers, duly authorized, as follows:

Dated: _____

COUNTY OF LOS ANGELES,
acting for itself and on behalf of the Los
Angeles County Flood Control District

ATTEST:

By _____
Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

Dated: _____

CITY OF HIDDEN HILLS,
a municipal corporation

By _____
Ronald S. Berg, Mayor

ATTEST:

By _____
Cherie L. Paglia, City Manager/City Clerk

APPROVED AS TO FORM:

By _____
Carry Wiener, City Attorney

Dated: _____

CITY OF MALIBU

By _____
Jim Thorsen, City Manager

ATTEST:

By _____
Lisa Pope, City Clerk
(seal)

APPROVED AS TO FORM:

By _____
Christi Hogin, City Attorney

Dated: _____

CITY OF THOUSAND OAKS

By _____
Dennis C. Gillette, Mayor

ATTEST:

By _____
Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:
City Attorney

By _____
Amy Albano, City Attorney

APPROVED AS TO ADMINISTRATION:

By _____
Scott Mitnick, City Manager

Dated: _____

CITY OF WESTLAKE VILLAGE,
a municipal corporation

By _____
Raymond B. Taylor, City Manager

ATTEST:

By _____
Beth Schott, City Clerk

APPROVED AS TO FORM:

By _____
Terence Boga, City Attorney

Dated: _____

CITY OF AGOURA HILLS

By _____
Denis Weber, Mayor

ATTEST:

By _____
Kimberly Rodrigues, City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Dated: _____

CITY OF CALABASAS

By _____
Dennis Washburn, Mayor

ATTEST:

By _____
Gwen Peirce, Assistant City Clerk

APPROVED AS TO FORM:

By _____
Michael G. Colantuono, City Attorney

COUNTY OF VENTURA

Dated: _____

By _____
Director, Resource Management Agency

STATE OF CALIFORNIA
Department of Transportation

Will Kempton
Director of Transportation

By: _____
Douglas R. Failing
District Director

Date: _____

APPROVED AS TO FORM & PROCEDURE: CERTIFIED AS TO FUNDS:

By: _____
William B. Bassett
Attorney

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By: _____
Accounting Administrator

Address: California Department of Transportation
District 07
100 South Main Street, Suite 100, MS 13
Los Angeles, California 90012
Attention: Bob Wu

EXHIBIT A – COST-SHARING PERCENTAGE

PROJECT COST

Agency	Percent Contribution	Cost*
LA COUNTY	35.9%	\$243,994
VENTURA COUNTY	27.5%	**\$191,504
THOUSAND OAKS	11.4%	\$77,480
AGOURA HILLS	9.3%	\$63,207
CALABASAS	7.7%	\$52,333
WESTLAKE VILLAGE	6.4%	\$43,498
MALIBU	1.0%	\$6,797
CALTRANS	0.6%	\$4,078
HIDDEN HILLS	0.2%	\$1,359

Total **100.0%** **\$684,250**

*Note1: Costs include a 15 percent project management cost.

** Note 2: Includes an additional \$4,000 for the extra GIS administrative services